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4 UNITED STATES DISTRICT COURT
5 DISTRICT OF NEVADA

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7 ROBERTO SAENZ,

8 Plaintiff(s),

9 v.

10 STEADFAST INSURANCE COMPANY,

11 Defendant(s).

Case No. 2:19-CV-275 JCM (GWF)

ORDER

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13 Presently before the court is defendants Lyft, Inc. (“Lyft”) and Steadfast Insurance
14 Company’s (“Steadfast”) (collectively, “defendants”) first motion to dismiss. (ECF No. 4). Also
15 before the court is defendants’ second motion to dismiss. (ECF No. 10).

16 The court denies both motions as moot. Defendants’ first motion to dismiss was rendered
17 moot by plaintiff Roberto Saenz’s (“plaintiff”) filing the first amended complaint on February
18 28, 2019. *See* (ECF No. 8). Accordingly, defendant’s first motion to dismiss is denied. (ECF
19 No. 10).

20 Similarly, defendants’ second motion to dismiss must be denied as moot. (ECF No. 10).
21 Defendant’s motion requests dismissal of plaintiff’s claims against Lyft pursuant to Federal Rule
22 of Civil Procedure 12(b)(6). *See* (ECF No. 10). However, Lyft has already been dismissed from
23 this action pursuant to a stipulation filed by the parties on April 15, 2019. (ECF No. 13); *see*
24 *also* (ECF No. 14). The court thus denies as moot defendant’s second motion to dismiss.

25 Accordingly,

26 IT IS ORDERED THAT defendants’ first motion to dismiss (ECF No. 4) be, and the
27 same hereby is, DENIED as moot.
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1 IT IS FURTHER ORDERED THAT defendants' second motion to dismiss (ECF No. 10)
2 be, and the same hereby is, DENIED as moot.

3 IT IS SO ORDERED.

4 DATED May 2, 2019.

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6 UNITED STATES DISTRICT JUDGE